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FLORIDA LAW WEEKLY

Week of February 22, 2013

One Time Change

Hinzman v. Winter Haven Facility Operations LLC,
38 Fla. L. Weekly D379 (Fla. 1st DCA Feb 18, 2013)

Claimant appealed the JCC's order finding that "5 days" in section 440.13(2)(f), Florida Statutes, meant business days, and not calendar days. The Court reversed holding that the Legislature meant consecutive days and not business days. In applying the canons of statutory construction, the Court looked to the plain meaning of the statute, and found that because there are other areas of the statute that specifically mention business days, the fact that the word business was left out of this portion of the statute was evidence that it was intended to be consecutive/calendar days. The Court declined to consider the policy arguments of the E/C, and said those arguments were more properly directed to the Legislature.

Settlement Agreements

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Cabrera v. Outdoor Empire,

38 Fla. L. Weekly D379 (Fla. 1st DCA Feb 18, 2013)

The Claimant was at all relevant times unrepresented by counsel. He had two dates of accident, one accepted as compensable, and one denied. After a PFB was filed, the parties attended state mediation. At the mediation the parties settled both accidents for \$100,000, and the mediation agreement was signed. The Claimant refused to sign the joint petition for settlement so the E/C filed a Motion to Enforce Settlement. The Claimant testified that he wanted to withdraw from the settlement. The JCC entered an order enforcing the agreement. The Claimant appealed, and the Court reversed. In doing so the Court noted that the statute has different requirements for approval of settlement agreements depending on if the Claimant is represented. Section 440.20(11)(a)-(b), Florida Statutes, allows unrepresented Claimants to settle their claims after a hearing in front of the JCC. When a Claimant is represented the JCC only has to approve the attorney's fees paid to the Claimant's attorney. The Court held that settlements involving unrepresented Claimants' are contingent upon JCC approval. Therefore, settlements are not binding or enforceable until they have been approved by the JCC, and either party can legally withdraw from the the settlement prior to that approval.